

# St John's

The following charges apply with effect from **June 2017**.

Please note that the **Hall, Rooms 2 & 3 and the Board Room are unavailable until October 2017**.

## Standard Room Hire Rates

Room	Rates of Hire		Capacity			
	Hourly	9-5pm	Theatre Style	Meeting Room	Board Room	U-Shaped Seating
Main Church	£45	£300				
Chapel	£15	£100				
Hall	£20	£140				
Room 2	£12	£80				
Room 3	£15	£105				
Room 2 & 3	£25	£175				
Hall, Room 2 & 3	£40	£300				
DRT Room	£10	£70				
Board Room	£10	£70				
<b>Extras</b>	<p>Microphones and stand (if required) £10 each</p> <p>Piano Rental £10 + £50 tuning fee</p> <p>Private party or ceilidh £40 (cleaning charge)</p> <p>Music: any event involving recorded or live music (including concerts, dance classes/music tuition) – please ask about additional PRS costs.</p> <p>Verger £10 per hour: events out with regular church opening hours will require a verger on site.</p> <p>Flipchart, pens, internet and extension cables are also available to use. Please contact the church office to discuss further.</p>					

**Thank you for considering making a booking at St John's. We hope that we can provide you with a very good experience.**

## **Terms and Conditions of Hire**

To make a booking you must complete and return a Booking Form to the Church Office by email to [office@stjohns-edinburgh.org.uk](mailto:office@stjohns-edinburgh.org.uk) or by post to St John's Church, Princes Street, Edinburgh, EH2 4BJ.

Signing this form is deemed as acceptance of the conditions of let below. Please read these carefully.

### Standard Conditions of Hire

These standard conditions apply to all hiring of St John's facilities. If the Hirer is in any doubt as to the meaning of the following, the Administrator should immediately be consulted.

#### 1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the road As directed by the Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

#### 2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

#### 3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### 4. Licences

The Hirer shall ensure that the Church holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, and television or by performers in person. If other licences are required in respect of any activity in the Village Hall the Hirer should ensure that they hold the relevant licence or the Village Hall holds it.

#### 5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.

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- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

#### 6. Means of Escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

#### 7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Administrator.

#### 8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are not provided with a refrigerator and thermometer.

#### 9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

#### 10. Indemnity

(a) The Hirer shall indemnify and keep indemnified each member of the St John's management committee and the St John's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

(b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to St John's Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Administrator to rehire the premises to another hirer.

(c) The Hirer is responsible for all individuals and fabric during the hiring. In completing this booking the Hirer agrees that they have the appropriate insurance to cover any damage or loss to the building, and any harm which may come to individuals on the church premises during their booking.

St John's is insured against any claims arising out of its own negligence.

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#### 11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to St John's Administrator as soon as possible and complete the relevant section in St John's accident book. Any failure of equipment belonging to the St John's or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Administrator will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

The Hirer agrees that they are aware of the location of St John's First Aid box, and the location of the premises' Health and Safety Policy and Accident record book.

#### 12. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

#### 13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### 14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to St John's and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

#### 15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by St John's. No animals whatsoever are to enter the kitchen at any time.

#### 16. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide St John's with a copy of their Child Protection Policy on request.

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#### 17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of St John's accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

#### 18. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

#### 19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and St John's is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of St John's. St John's reserves the right to cancel a hiring for any reason. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but St John's shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### 20. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise St John's shall be at liberty to make an additional charge.

#### 21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

#### 22. Stored Equipment

St John's accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

St John's may, in its discretion in any of the following circumstances, namely-

- (a) In respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

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**23. No Alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of St John's remain in the premises at the end of the hiring. It will become the property of the St John's unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

**24. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**25. You must be 18 years or older to make a booking**

**26. You must adhere to instructions from members of St John's staff.**

**27. Smoking is only permitted in external areas where bins with ashtrays are provided (on the east and west terraces). Smoking elsewhere is strictly prohibited.**

**28. There are limited toilet facilities in the church, so this should be noted.**

**29. There is no disabled access to the DRT room.**

**30. On-street parking is available nearby (Pay & Display during the day) and there is a car park on Castle Terrace. Loading is permitted on Lothian Road in the loading bay subject to Greenways regulations.**

**31. No birthday parties below the age of 21 will be accepted.**

**32. Daytime rates apply from 830am to 430pm. Evening rates apply after 430pm.**

**33. Regular users are deemed as those who book a minimum of six events at one time for the year.**

**34. If you are given a set of keys you must not make copies of these without permission.**

**35. To confirm your booking, payment is due in advance. We aim to return any deposits for equipment hire etc. within 14 days of the event or when the keys are returned.**

**36. St John's Church is only licensed for public entertainment until 11pm. Events open to the public must finish at this time. This does not include private parties.**

**37. The Hirer agrees to have their own mobile phone for emergencies.**

**38. The Hirer agrees not to move any semi-permanent fixtures (e.g. cupboards, bookshelves, etc).**

**39. The Hirer understands that any agreement for rent is only up to a maximum of one year, and that St John's reserves the right to update the agreement at any time.**